

**BENDAU & BENDAU PLLC**

Clifford P. Bendau, II (AZ Bar No. 030204)  
Christopher J. Bendau (AZ Bar No. 032981)  
P.O. Box 97066  
Phoenix, Arizona 85060  
Telephone: (480) 382-5176  
Fax: (480) 304-3805  
Email: cliffordbendau@bendaulaw.com  
chris@bendaulaw.com  
*Attorneys for Plaintiff*

UNITED STATES DISTRICT COURT  
DISTRICT OF ARIZONA

**John Coby,**

Plaintiff,

v.

**Vision Solar LLC**, an Arizona Limited  
Liability Company; **Vision Solar Arizona  
LLC**, an Arizona Limited Liability  
Company; and **Jonathan Seibert and  
Jane Doe Seibert**, a Married Couple,

Defendants.

No. \_\_\_\_\_

**VERIFIED COMPLAINT**

Plaintiff, John Coby (“Plaintiff”), sues the Defendants, Vision Solar LLC, Vision Solar Arizona LLC, and Jonathan Seibert and Jane Doe Seibert (collectively, “Defendants” or “Vision Solar”) and alleges as follows:

**PRELIMINARY STATEMENT**

1. This is an action for unpaid wages, liquidated damages, attorneys’ fees, costs, and interest under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201, et seq.; the Arizona Minimum Wage Act (“AMWA”), Arizona Revised Statutes (“A.R.S.”); and the Arizona Wage Act (“AWA”), A.R.S. Title 23, Chapter 8.

## JURISDICTION AND VENUE

-2-

**PARTIES**

7. At all material times, Plaintiff is an individual residing in Maricopa County, Arizona, and is a former employee of Defendants.

8. At all material times, Defendant Vision Solar LLC was a limited liability company duly licensed to transact business in the State of Arizona. At all material times, Defendant Vision Solar LLC does business, has offices, and/or maintains agents for the transaction of its customary business in Maricopa County, Arizona.

9. Defendant Vision Solar LLC is an Arizona limited liability, authorized to do business in the State of Arizona and is at all relevant times Plaintiff's employer as defined by 29 U.S.C. § 203(d).

10. Under the FLSA, Defendant Vision Solar LLC is an employer. The FLSA defines "employer" as any person who acts directly or indirectly in the interest of an employer in relation to an employee. At all relevant times, Defendant Vision Solar LLC had the authority to hire and fire employees, supervised and controlled work schedules or the conditions of employment, determined the rate and method of payment, and maintained employment records in connection with Plaintiff's employment with Defendants. As a person who acted in the interest of Defendants in relation to the company's employees, Defendant Vision Solar LLC is subject to liability under the FLSA.

11. At all material times, Defendant Vision Solar Arizona LLC was a limited liability company duly licensed to transact business in the State of Arizona. At all material times, Defendant Vision Solar Arizona LLC does business, has offices, and/or

1 maintains agents for the transaction of its customary business in Maricopa County,  
2 Arizona.

3 12. Defendant Vision Solar LLC Arizona is an Arizona limited liability,  
4 authorized to do business in the State of Arizona and is at all relevant times Plaintiff's  
5 employer as defined by 29 U.S.C. § 203(d).  
6

7 13. Under the FLSA, Defendant Vision Solar Arizona LLC is an employer.  
8 The FLSA defines "employer" as any person who acts directly or indirectly in the interest  
9 of an employer in relation to an employee. At all relevant times, Defendant Vision Solar  
10 Arizona LLC had the authority to hire and fire employees, supervised and controlled  
11 work schedules or the conditions of employment, determined the rate and method of  
12 payment, and maintained employment records in connection with Plaintiff's employment  
13 with Defendants. As a person who acted in the interest of Defendants in relation to the  
14 company's employees, Defendant Vision Solar Arizona LLC is subject to liability under  
15 the FLSA.  
16  
17

18 14. Defendants Jonathan Seibert and Jane Doe Seibert are, upon information  
19 and belief, husband and wife. They have caused events to take place giving rise to the  
20 claims in this Complaint as to which their marital community is fully liable. Jonathan  
21 Seibert and Jane Doe Seibert are owners of Vision Solar and were at all relevant times  
22 Plaintiff's employer as defined by the FLSA, 29 U.S.C. § 203(d).  
23

24 15. Under the FLSA, Defendants Jonathan Seibert and Jane Doe Seibert are  
25 employers. The FLSA defines "employer" as any individual who acts directly or  
26 indirectly in the interest of an employer in relation to an employee. Jonathan Seibert and  
27

1 Jane Doe Seibert are owners of Vision Solar. At all relevant times, they had the authority  
2 to hire and fire employees, supervised and controlled work schedules or the conditions of  
3 employment, determined the rate and method of payment, and maintained employment  
4 records in connection with Plaintiff's employment with Defendants. As persons who  
5 acted in the interest of Defendants in relation to the company's employees, Jonathan  
6 Seibert and Jane Doe Seibert are subject to individual liability under the FLSA.

8 16. Plaintiff is further informed, believes, and therefore alleges that each of the  
9 Defendants herein gave consent to, ratified, and authorized the acts of all other  
10 Defendants, as alleged herein.

12 17. Defendants, and each of them, are sued in both their individual and  
13 corporate capacities.

14 18. Defendants are jointly and severally liable for the injuries and damages  
15 sustained by Plaintiff.

17 19. At all relevant times, Plaintiff was an "employee" of Defendants as defined  
18 by the FLSA, 29 U.S.C. § 201, *et seq.*

19 20. The provisions set forth in the FLSA, 29 U.S.C. § 201, *et seq.*, apply to  
20 Defendants.

22 21. At all relevant times, Defendants were and continue to be "employers" as  
23 defined by the FLSA, 29 U.S.C. § 201, *et seq.*

24 22. The provisions set forth in the A.R.S. Title 23, Articles 7 and 8 apply to  
25 Defendants.

23. At all relevant times, Plaintiff was an “employee” of Defendants as defined by the Arizona A.R.S. § 23-350, et seq.

24. At all relevant times, Defendants were and continue to be “employers” as defined by A.R.S. § 23-350.

25. At all relevant times, Plaintiff was an “employee” of Defendants as defined by A.R.S. § 23-362.

26. At all relevant times, Defendants were and continue to be “employers” as defined by A.R.S. § 23-362.

27. Defendants individually and/or through an enterprise or agent, directed and exercised control over Plaintiff’s work and wages at all relevant times.

28. Plaintiff, in his work for Defendants, was employed by an enterprise engaged in commerce that had annual gross sales of at least \$500,000.

29. At all relevant times, Plaintiff, in his work for Defendants, was engaged in commerce or the production of goods for commerce.

30. At all relevant times, Plaintiff, in his work for Defendants, was engaged in interstate commerce.

31. Plaintiff, in his work for Defendants, regularly handled goods produced or transported in interstate commerce.

#### **NATURE OF THE CLAIM**

32. Defendants own and/or operate as Defendant Vision Solar, an enterprise located in Maricopa County, Arizona.

1           33. Defendants do business as “Vision Solar,” a solar power company doing  
2 business in Phoenix, Arizona.

3           34. Plaintiff was hired by Defendants on or around February 2020 and worked  
4 for Defendants until approximately August 2020.

5           35. At all relevant times, Plaintiff worked for Defendants as a canvas manager.

6           36. Defendants, in their sole discretion, agreed to pay Plaintiff approximately  
7 \$42,000 per year.

8           37. During the time that Plaintiff worked for Defendants, Plaintiff worked  
9 approximately 40 to 50 hours per week.

10           38. Defendants did not pay Plaintiff his paycheck for his final two weeks of  
11 work for Defendants.

12           39. As a result, Defendants did not pay Plaintiff for approximately 50 hours of  
13 work over the course of two workweeks.

14           40. As a result, Defendants failed to compensate Plaintiff any wage whatsoever  
15 for Plaintiff’s final two weeks of work.

16           41. In or around March 2020, Plaintiff left his job with Defendants because he  
17 went on active-duty order for covid relief with the United States National Guard.

18           42. While on covid relief with the United States National Guard, Plaintiff  
19 began working for Defendants again on a part-time basis. As part of this arrangement,  
20 Defendants agreed that they would still pay Plaintiff his full salary while working part-  
21 time.

22           43. Defendants final two workweeks took place in approximately August 2020.

1           44. Defendants did not pay Plaintiff any wage whatsoever for his final two  
2 workweeks.

3           45. To date, Defendants have still paid no wages whatsoever to Plaintiff for  
4 such hours worked.

5           46. As a result of Defendants' having improperly failed to compensate Plaintiff  
6 any wage whatsoever for Plaintiff's final two weeks of work, Defendants failed to pay  
7 the applicable minimum wage to Plaintiff.  
8

9           47. As a result of Defendants' willful failure to compensate Plaintiff any wage  
10 whatsoever for such hours worked, Defendants violated 29 U.S.C. § 206(a).  
11

12           48. As a result of Defendants' willful failure to compensate Plaintiff any wage  
13 whatsoever for such hours worked, Defendants violated the AMWA, A.R.S. § 23-363.

14           49. Plaintiff was a non-exempt employee.  
15

16           50. Plaintiff is a covered employee within the meaning of the FLSA.

17           51. Plaintiff is a covered employee within the meaning of the AMWA.

18           52. Defendants refused and/or failed to properly disclose to or apprise Plaintiff  
19 of his rights under the FLSA.  
20

21           53. Defendants individually and/or through an enterprise or agent, directed and  
22 exercised control over Plaintiff's work and wages at all relevant times.

23           54. Due to Defendants' illegal wage practices, Plaintiff is entitled to recover  
24 from Defendants compensation for unpaid minimum wages, an additional amount equal  
25 amount as liquidated damages, interest, and reasonable attorney's fees and costs of this  
26 action under 29 U.S.C. § 216(b).  
27



55. Due to Defendants' illegal wage practices, Plaintiff is entitled to recover from Defendants compensation for unpaid wages, an additional amount equal to twice the unpaid minimum wages as liquidated damages, interest, and reasonable attorney's fees and costs of this action under A.R.S § 23-363.

**COUNT ONE: FAIR LABOR STANDARDS ACT**  
**FAILURE TO PAY MINIMUM WAGE**

56. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

57. As a result of not paying Plaintiff any wage whatsoever for the final two workweeks of his employment, Defendants failed or refused to pay Plaintiff the FLSA-mandated minimum wage.

58. Defendants' practice of failing or refusing to pay Plaintiff at the required minimum wage rate violated the FLSA, 29 U.S.C. § 206(a).

59. Plaintiff is therefore entitled to compensation for the full applicable minimum wage at an hourly rate, to be proven at trial, plus an additional equal amount as liquidated damages, together with interest, reasonable attorney's fees, and costs.

**WHEREFORE**, Plaintiff, John Coby, respectfully requests that this Court grant the following relief in Plaintiff's favor, and against Defendants:

- A. For the Court to declare and find that the Defendant violated minimum wage provisions of the FLSA, 29 U.S.C. § 206(a), by failing to pay proper minimum wages;

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P.O. Box 97066  
Phoenix, AZ 85060

- 1 B. For the Court to award Plaintiff's unpaid minimum wage damages, to be
- 2 determined at trial;
- 3 C. For the Court to award compensatory damages, including liquidated
- 4 damages pursuant to 29 U.S.C. § 216(b), to be determined at trial;
- 5
- 6 D. For the Court to award prejudgment and post-judgment interest;
- 7 E. For the Court to award Plaintiff reasonable attorneys' fees and costs of the
- 8 action pursuant to 29 U.S.C. § 216(b) and all other causes of action set
- 9 forth herein;
- 10
- 11 F. Such other relief as this Court shall deem just and proper.

**COUNT TWO: ARIZONA MINIMUM WAGE ACT**  
**FAILURE TO PAY MINIMUM WAGE**

- 12
- 13
- 14 60. Plaintiff realleges and incorporates by reference all allegations in all
- 15 preceding paragraphs.
- 16
- 17 61. As a result of not paying Plaintiff any wage whatsoever for the final pay
- 18 period of his employment, Defendant failed or refused to pay Plaintiff the Arizona
- 19 minimum wage.
- 20
- 21 62. Defendant's practice of failing or refusing to pay Plaintiff at the required
- 22 minimum wage rate violated the AMWA, 23-363.
- 23
- 24 63. Plaintiff is therefore entitled to compensation for the full applicable
- 25 minimum wage at an hourly rate, to be proven at trial, plus an additional amount equal to
- 26 twice the underpaid wages as liquidated damages, together with interest, reasonable
- 27 attorney's fees, and costs.

1           **WHEREFORE**, Plaintiff, John Coby, respectfully requests that this Court grant  
2 the following relief in Plaintiff's favor, and against Defendants:

- 3           A.     For the Court to declare and find that the Defendants violated minimum  
4                 wage provisions of the AMWA, A.R.S. § 23-363 by failing to pay proper  
5                 minimum wages;  
6  
7           B.     For the Court to award Plaintiff's unpaid minimum wage damages, to be  
8                 determined at trial;  
9  
10          C.     For the Court to award compensatory damages, including liquidated  
11                 damages pursuant to A.R.S. § 23-364, to be determined at trial;  
12  
13          D.     For the Court to award prejudgment and post-judgment interest;  
14  
15          E.     For the Court to award Plaintiff reasonable attorneys' fees and costs of the  
16                 action pursuant to A.R.S. § 23-364 and all other causes of action set forth  
17                 herein;  
18  
19          F.     Such other relief as this Court shall deem just and proper.

20                                 **JURY TRIAL DEMAND**

21           Plaintiff hereby demands a trial by jury on all issues so triable.


22           RESPECTFULLY SUBMITTED this 25<sup>th</sup> Day of March, 2022.

23                                 BENDAU & BENDAU PLLC

24   By: /s/ Clifford P. Bendau, II  
25   Clifford P. Bendau, II  
26   Christopher J. Bendau  
27   Attorneys for Plaintiff

**VERIFICATION**

Plaintiff, John Coby, declares under penalty of perjury that she has read the foregoing Verified Complaint and is familiar with the contents thereof. The matters asserted therein are true and based on her personal knowledge, except as to those matters stated upon information and belief, and, as to those matters, she believes them to be true.

  
John Coby II (Mar 25, 2022 11:31 PDT)  
John Coby

BENDAU & BENDAU PLLC  
P.O. Box 97066  
Phoenix, AZ 85060